

Theya Kanagaratnam
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Oakland, CA 94606
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Pro Se Plaintiff

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

Theya Kanagaratnam,
Plaintiff,
vs.
CENLAR FSB,
Defendant.

Case No. 3:23-cv-02637-JD

NOTICE OF FORENSIC AUDIT

Judge: Hon. James Donato

TO ALL PARTIES HEREIN AND THEIR COUNSEL OF RECORD:

Having Detected Additional Problems with the Contract, the NOTE and Accounting, Plaintiff has re-opened the Administrative Process and launched a Forensic Audit Per Exhibit A attached below. Plaintiff, hereby, requests additional time in accordance with appropriate laws in order to provide sufficient time for the other party to resolve all the issues raised in the attached Forensic Audit Notice and to complete the process.

Dated: November 14, 2023

Signed: Theya Kanagaratnam
Theya Kanagaratnam
Pro Se Plaintiff

EXHIBIT A

FROM:

THEYA KANAGARATNAM
On the county at Large, alameda
Non-Domestic
c/o 2316 Lakeshore Ave #16
Oakland, California [94606]

TO:

CITIBANK
c/o Mark Mason, CFO
388 Greenwich St.
New York, NY 10013

CERTIFIED MAIL RESTRICTED DELIVERY
7022 0410 0000 9830 1397

CC:

CENLAR FSB
c/o David Schneider, CFO
425 Phillips Blvd.
Ewing, NJ 08618

CERTIFIED MAIL RESTRICTED DELIVERY
7022 0410 0000 9830 1380

DATE: November 8, 2023

**RE: NON-NEGOTIABLE NOTICE OF FORENSIC AUDIT
FDCPA 15 USC § 1692g VALIDATION OF DEBT
QUALIFIED WRITTEN RESPONSE REQUIRED**

IN REPLY TO: ACCOUNT NO.: 106091318334000, CFU-H-NO-000-WT, 09/27/2006

NOTICE TO AGENT IS NOTICE TO PRINCIPAL
NOTICE TO PRINCIPAL IS NOTICE TO AGENT

APPLICABLE TO ALL SUCCESSORS AND ASSIGNS

ACTUAL AND CONSTRUCTIVE LEGAL NOTICE
UCC § 1-201(b) (1) (2) (3) (24) (25) (26) (27)

PRESENTED IN GOOD FAITH
UCC § 1-201(20), § 1-202, § 1-203

FRCP Rule 36 "Request for Admission"
18 USC § 1001 "False Statements"
Silence is Acquiescence

THE TRUST STANDS FIRM IN EQUITY

Greetings,

I am sending you this this NON-NEGOTIABLE NOTICE OF FORENSIC AUDIT under the FAIR DEPT COLLECTION PRACTICES ACT, 15 USC § 1692g to validate the debt (herein "Notice") as an administrative request in accordance with 5 USC § 552a. I have come to learn that there are problems with the Contract, the Note, and the accounting. To protect everyone involved, I will remind you not to violate 18 USC § 341 "Mail Fraud", 15 USC § 1692e(2A) "False or misleading statements", FRCP Rule 36 "Request for Admission", and 18 USC § 1001 "False statements", which apply to you as fiscal agents of the United States Treasury Department, 12 USC § 266.

Please respond with the following items:

1. A certified copy of the front and back of the Contract "instrument", showing any applicable CUSIPs.
2. A certified copy of the front and back of the Note "instrument", showing any applicable CUSIPs.
3. The MERS Min Number, which is proof of securitization of the Note, and is required to have a CUSIP number. Please provide the CUSIP number for the Note.
4. If there is a CUSIP, I am instructing you to apply the funds as an offset to the principal and balance the account to zero \$0.
5. Since it appears that you may be the holder/holder-in-due-course of the "instrument" please provide instructions for the remedy to setoff and discharge the liabilities by the exemption in accordance with Public Policy.
6. A certified copy of the accrual GAAP accounting. Please include all debit and credit accounts [assets and liabilities] and all off-balance sheet liabilities and income accounts and the accounting from the REMIC's. See UCC § 9-210. If you only respond with the accounts receivable accounting I may accept that as the refund due to me as you have concealed the other entries due to me as an offset as the creditor, beneficiary, and equity title owner. By IRS rules you are required to use accrual accounting methods, not cash accounting methods.
7. The name and address of the Trustee for each REMIC, the CUSIP's, and all the Tranches and/or CDOs invested in the Note.
8. A copy of the IRS 1099 A/OID for the Note. If you filed the 1099 A, I did not abandon the deposit - you never sent me Notice of abandoning the deposit. You were required by IRS Publication 1212, 938, 550 to send it to me. If you filed the 1099 A, please apply the funds as an offset to the principal balance and issue an appropriate refund due to me.

9. A certified copy of the MoneyNet Daily Transfer Log for the extension of my credit from my minor account [31 CFR § 363.6] through the Central Bank and the conversion to Federal Reserve notes. This may also be known generically as the cash receipt for the demand deposit of funds. Someone in your banking matrix has a TT&L banking terminal [31 CFR 200 series] to transfer the credit from my minor account.
10. Since I gave you a Promissory Note, as a negotiable instrument, backed with credit funded from my minor account, 31 CFR § 363.6; in the nature of 31 USC § 5119(d)(1,2) and 18 USC § 8 "Obligations or other securities of the United States", which form of currency will you accept as payment and settlement as a fiscal agent of the United States Treasury Department? Please note, that as per MacLoed v Hoover, 159 La. 244 and Guaranty Trust v Henwood, 59 S.Ct. 847; I OBJECT that the only form of payment is Federal Reserve notes as I never extended you Federal Reserve notes. I extended you my credit, which you converted to Federal Reserve notes. Because we use fiat currency, nobody can demand payment in any specific coin or currency. The loan and repayment/settlement can be made by any equivalent kind - a negotiable instrument representing credit [UCC Article 1,3,4,8].
11. It appears that you sent me a Presentment ("Monthly Statement"). Does the statement represent or include a Coupon or Voucher? According to the law, I can either Accept or pay Presentments, Coupons, and Vouchers for full settlement. Therefore, I Accept your Presentment. What form of accord and satisfaction will you accept for your Presentment/Coupon/Voucher? Since I Accept your Presentment/Coupon/Voucher, will you agree to adjust the account, setoff, settle, and discharge the Public Charges by the exemption in accordance with Public Policy? If no, please explain what the remedy is. Will you accept a 1099 A/OID and 1040v to release the funds from the U.S. Treasury Department [minor account at 31 CFR 363.6] to setoff, settle, and discharge the Public Charges by the exemption in accordance with Public Policy? If no, please explain what the remedy is if you are refusing tender, UCC § 3-603(b)?
12. According to the Affidavit of Walker Todd, senior counsel for the Federal Reserve, it appears that I extended my credit from my estate Legacy account (31 CFR § 363.6) to fund the loan, which was paid in full at closing without recourse. How does this NOT make me the lender and creditor and your bank the borrower and debtor given your bank did not lend its own money or assets? Will you agree to fix the loan documents to reflect the correct information in accordance with the Uniform Commercial Code, the U.S. Treasury Department, and Federal Reserve monetary policies and laws?
13. It appears that I am the Beneficiary of the alleged loan. Why have you not submitted your Presentment to the common-law Trustee, 50 USC § 4312 and 28 USC 581(a)(17) for payment?
14. It appears that you may have a TT&L Terminal (31 CFR § 200 series) to my estate Legacy minor account at 31 CFR § 363.6. If this is the case, please make another "pull" from that account to setoff, settle, and discharge the balance due. Then send me a copy of the MoneyNet Daily Transaction Log as evidence that you have performed the transfer so I may report it on my taxes to the IRS.

15. In accordance with 31 USC § 3113, it is my right to make a non-conditional gift of the Note to the U.S. Treasury Department as my property to reduce the national debt. Who is the REMIC Trustee and will you instruct them to gift the Note (not the land) on behalf of my Trust?

I look to you for payment or performance.

If you fail or refuse to respond and provide full disclosure of the requested information, with **45 DAYS**, it will be presumed that you have committed fraud and/or embezzlement. I will also remind you of what's at stake if you fail or refuse to respond - 15 USC § 1; Trusts in restraint of trade illegal, 15 USC § 2 Monopolizing trade a felony, and 18 USC § 371; Conspiracy to commit offense or to defraud United States, which may result in a Tort claim being filed against you at the U.S. Court of Federal Trade or the U.S. Court of International Trade.

Sincerely,

Date: 11/08/2023
By: Theya Kanagaratnam
Theya Kanagaratnam, living woman
Beneficiary,
Lender,
Creditor,
Secured Party,
Real Party In Interest,
Without Prejudice,
Without Recourse,
d/b/a THEYA KANAGARATNAM